

NOTICE OF THE RIGHT TO RESCIND

Retail Installment Contract Signed: 11/01/2022

Today's Date: November 13th, 2022

SELLER-CREDITOR NAME

VICTORY MITSUBISHI

4070 BOSTON ROAD

BRONX, NEW YORK 10475-1108

NOTICE TO AGENT IS NOTICE TO PRINCIPAL

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15 U.S. Code § 1635 - Right of rescission as to certain transactions

15 U.S. Code § 1640 – Civil Liability

12 CFR Part 1026 (Regulation Z)

THIS IS AN AFFIDAVIT: NOTICE OF THE RIGHT TO RESCIND

Take note, pursuant to Regulation Z 12 C.F.R. 1026 and 15 U.S. Code 1635 Right of Recission, I rescind my entire consumer transaction. In addition, criminal fraud, identity theft, and conversion of property have no statute of limitations and I will defend and seek remedy for deprivation of any rights, privileges, or immunities secured by the FDPCA against any and all guilty parties. I choose not to do business with you and your partner(s) and CALL ALL MOUNTS DUE IMMEDIATELY.

I also invoke, cancel, and make void ab into all power of attorney, in fact, in presumption, or otherwise signed either by me or anyone else, claiming to act on my behalf with or without my consent, as such power of attorney pertains to me or any property owned by me, by, but not limited to, any and all quasi/colorable, public, governmental entitles or corporations on the grounds of constructive fraud, concealment and nondisclosure of pertinent facts.

1. It is a fact that I so invoke nunc pro tunc, and declare that I am the natural person pursuant to **Title 16 Chapter 1 Subchapter D Part 433(b)**, a consumer in fact, and that **VICTORY MITSUBISHI** is the "Creditor" appointed in the Motor Vehicle Retail Installment Contract signed on 11/01/2022 between **VICTORY MITSUBISHI** and the estate of Henry-Louis: Robinson.
2. Let it be known that I do not cancel the third-party contract between **VICTORY MITSUBISHI** and the financial lender **FLAGSHIP CREDIT ACCEPTANCE**, but I do

rescind my commercial transaction with **VICTORY MITSUBISHI** for their violations and benefiting from the unauthorized usage of my consumer credit. Because I was not disclosed of my Right of Rescissions, this notice falls under the three year right of rescission period provided for under Federal Law, due to **VICTORY MITSUBISHI** failure to provide any right of rescission disclosures.

3. It is a Fact that pursuant to 12 CFR § 1026.23(b)(1) In a transaction subject to rescission, a creditor shall deliver *two copies of the notice of the right to rescind* to each consumer entitled to rescind (one copy to each if the notice is delivered in electronic form in accordance *with the consumer consent* and other applicable provisions of the E-Sign Act). The notice shall be on a separate document that identifies the transaction and shall clearly and conspicuously disclose the following:

- (i) The retention or acquisition of a security interest in the consumer's principal dwelling.
- (ii) The consumer's right to rescind the transaction.
- (iii) How to exercise the right to rescind, with a form for that purpose, designating the address of the creditor's place of business.
- (iv) The effects of rescission, as described in paragraph (d) of this section.
- (v) The date the rescission period expires.

TAKE NOTE: I **never received** a delivery in the mailing or electric form "with my consent" informing me of my right of rescission pursuant to **12 CFR § 1026.23(b)(1)**. If so, can you tell me when you faxed it? Or if you mailed it, can you tell me the tracking number to the package please? If not, that is a clear exhibit that my consumer rights have been violated, and I've been damaged. Pursuant to **12 CFR § 1026.23(a)(3)** If the required notice or material disclosures are not delivered, **the right to rescind shall expire 3 years after consummation**, upon transfer of all of the consumer's interest in the property, or upon sale of the property, whichever occurs first.

4. Fact, according to **15 USC 1602(I)** in relations to a Credit Sale, The adjective "consumer" characterizes the transaction as one in which the party to whom credit is offered or extended is a natural person (myself), and the money, property, or services which are the subject of the transaction are primarily for personal, family, or household purposes.
5. It is a Fact, that I am the consumer and have now given your company a "**Notice of the Right to Rescind**" and under **12 CFR § 1026.23(d)(2)** it states that 20 calendar days after receipt of a notice of rescission, the *creditor shall return any money or property that has been given to anyone in connection with the transaction* and shall take any action necessary to reflect the termination of the security interest
6. Let it be known that I immediately want **VICTORY MITSUBISHI** to terminate their security interest and remove their public lien over the vehicle shown in the local Department of Motor Vehicles and mail me the Title along with the MCO/MSO.

7. It is also a Fact that pursuant to 15 U.S. Code § 1605(a) the amount of the finance charge in connection with any consumer credit transaction shall be determined as the sum of all charges; **meaning the down payment for the car was not clearly or conspicuously explained to me, nor was it a part of the finance charge, that was the sum of all my charges!**
8. Fact, according to 16 CFR § 433.1(i) which iterates "Consumer credit contract is any instrument which evidences or embodies a debt arising from a "Purchase Money Loan" transaction or a "financed sale" as defined in paragraphs (d) and (e) of this section." With that in mind and proper understanding you can review the definition of a finance charge as it is legally defined in 12 CFR § 1026.4.
9. Therefore, I am demanding that ALL of my property be returned to me by YOU, the seller-creditor, including my Down Payment of \$2,000 and ANY payment I made to the lender FLAGSHIP CREDIT ACCEPTANCE in connection with the Motor Vehicle Retail Installment Contract.
10. It is a fact that I was not advised that my application was self-liquidating according to 17 CFR 260.11B-6
11. It is a fact that I was not advised that my application was a financial asset according to 12 CFR 360.6
12. It is a Fact that according to **12 CFR Part 1026.17(a)** this contract was not clear and conspicuous.
13. Fact, I am requesting full accounting per GAAP, U.C.C. 9-210
14. It is a Fact that I demand the removal of my information from your website, company records, or any and all derivatives therefore, of, and/or with any affiliates will ensure my privacy rights won't be violated again due to my lack of consent and this herein un rebutted notice being serviced to you today and therefore, standing as truth in commerce, so be it, and;

Effects of Rescission Pursuant to 12 CFR § 1026.23(d)(1)

- (1) When a consumer rescinds a transaction, the security interest giving rise to the right of rescission **becomes void** and the consumer shall not be liable for any amount, including any finance charge.
- (2) Within 20 calendar days after receipt of a notice of rescission, the creditor shall return any money or property that has been given to anyone in connection with the transaction and shall take any action necessary to reflect the termination of the security interest.
- (3) If the creditor has delivered any money or property, the consumer may retain possession until the creditor has met its obligation under paragraph (d)(2) of this section. When the creditor has complied with that paragraph, the consumer shall tender the money or property to the creditor or, where the latter would be impracticable or inequitable, tender its reasonable value. At the consumer's option, tender of property may be made at the location of the property or at the consumer's residence. Tender of money must be made at the creditor's designated place of business. If the creditor does not take possession of the money or property within 20 calendar days after the consumer's tender, the consumer may keep it without further obligation.

ALL RESPONSES MUST BE SENT TO THE ADDRESS BELOW:

In Care Of: Henry-Louis Robinson,
1072 Bedford Ave, Ste 022,
Brooklyn, NY [11216]
Non-Domestic/ Non-Assumpsit

CAVEAT

Pursuant to 15 U.S.C. § 1611(1). Criminal Liability for Willful and Knowing Violation:
"Whoever willfully and knowingly gives false or inaccurate information or fails to provide information which he is required to disclose under the provisions of this subchapter, or any regulation issued thereunder ... shall be fined not more than \$5,000 or imprisoned not more than one year, or both."

Failure or refusal by you in behalf of **VICTORY MITSUBISHI** and/or through any of its employees or agents to provide the requested Proofs of Claim will constitute 'your' dishonor and default with admission and confession of fraud on the contract, that it was an unconscionable contract, that there was no meeting of the minds and that **VICTORY MITSUBISHI** failed to give full disclosure; therein causing injury and damage to the Undersigned leaving liable for lawsuit that I will open in the local **District Civil Court**. If you ever send a tow truck driver to ever illegally "attempt" or possess my private property, I will be seeking criminal charges in everyone's personal capacity that's involved starting with the CEO.

You will by your dishonor and default, fail to state a claim upon which relief can be granted and your silence or refusal to provide Proof of Claim equates to your stipulation and agreement of the above facts as they operate in favor of the Undersigned, and you waive all right to defend

CERTIFICATE OF SERVICE: I hereby certify that I have mailed a copy of the foregoing Notice of the Right to Rescind, on this 13th day of the 11th month, two thousand 2022, by U.S. Certified Mail Return Receipt #7022 1670 0001 9737 6019

A copy of this notice will also be mailed to the following parties if there is no proper response:

Company Trustee/Executive Vice President/General Counsel
New York State Attorney General Office Consumer Rights Advocate
Federal Trade Commission Consumer Response Center
Bureau of Consumer Protection
Consumer Financial Protection Bureau

Revelation 21:5 — Behold, I make all things new. And he said unto me, Write: for these words
are true and faithful. [28 USC 1746(1)]

Henry-Louis Robinson by: Henry-Louis Robinson;

The 13th day of the 11th month, two thousand twenty-two A.D.

Without Prejudice, All Natural Inalienable Rights Reserved

[Signature] :Witness 1

[Signature] :Witness 2